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Ex Parte Notice

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

cc: Crcg Coolie
Rodney McDonald



December 13, 2002

Tom Dixon
WorldCom
707-17th Street, #3900
Denver, CO 80202-
thomas.f.dixon@wcom.com

TO:Tom Dixon

Announcement Date:	December 13, 2002
Proposed Effective Date:	January 27, 2003
Document Number:	PROD.12.13.02.F.00869.DirectoryAssistList
Notification Category:	Product Notification
Target Audience:	CLECs, Resellers
Subject:	CMP <input type="checkbox"/> Directory Assistance List (DAL)
Level of Change:	Level 3
Associated CR Number or System Release Number:	Not Applicable

Summary of Change:

On December 13, 2002, Qwest will post planned updates to its Wholesale Product Catalog that includes new/revised documentation for Directory Assistance List (DAL) These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>.

The PCAT will be updated to provide information regarding expanding the availability and applicability of an existing product or existing feature. Currently, DAL may only be used to provide Directory Assistance service. With this update, DAL can be used for other business purposes per an amended agreement with Qwest.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: <http://www.qwest.com/wholesale/pcat/directoryassistlist.html>

Comment Cycle:

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the **15-day comment review period**. This comment review period for this document **begins December 14, 2002** and will **conclude at close of business on December 28, 2002**. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than **15** days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

Timeline:

Planned Updates Posted to Document Review Site	December 13, 2002
CLEC Comment Cycle on Documentation Begins	Beginning December 14, 2002
CLEC Comment Cycle Ends	5:00 PM. MT December 28, 2002
Qwest Response to CLEC Comments (if applicable)	Available January 12, 2003 http://www.qwest.com/wholesale/cmp/review_archive.html
Proposed Effective Date	January 27, 2003

If you have any questions on this subject, please submit comments through the following link:
<http://www.qwest.com/wholesale/cmp/comment.html>.

Sincerely,

Qwest

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process.

Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

If you would like to unsubscribe to mailouts please go to the [Subscribe/Unsubscribe](#) web site and follow the unsubscribe instructions. The site is located at:

<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Qwest Sales Representative

DSL WIRELESS INTERNET QWESTDEX SEARCH



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- ▶ Product Description
- ▶ Pricing
- ▶ Features/Benefits
- ▶ Applications
- ▶ Implementation
 - ▶ Pre-Ordering
 - ▶ Ordering
 - ▶ Provisioning
 - ▶ Maintenance
 - ▶ Billing
 - ▶ Training
- ▶ Contacts
- ▶ FAQs

Directory Assistance List (DAL) - V2.0

[History Log](#)

Product Description

Directory Assistance List (DAL) information consists of name, address, and telephone number for end-users of Qwest, other Local Exchange Carriers (LECs), Competitive Local Exchange Carriers (CLECs), and **Resellers**. Where available, related information required to provide Directory Assistance (DA) service is included in the DAL. **You** receive the same information Qwest uses to provide DA services. With DAL Information, you can provide DA services to your local exchange, Interexchange, and wireless end-users.

DAL telephone number information for end-users with nonpublished service will only include the local Numbering Plan Area (NPA), address, and a nonpublished status indicator. The nonpublished telephone number will not be provided, however, you will be given access to Qwest's Non-Pub Bureau. The Non-Pub **Bureau** is available in the event an urgent message needs to be relayed to a Subscriber with nonpublished service. Click [here](#) for additional information regarding the Non-Pub Bureau.

DAL information will identify end-users as residential, business, or government subscriber.

There are three primary features of DAL:

- Initial Database Load List - you are supplied with initial DAL database load file(s). This list includes all listings in the Qwest DA database.
- Daily update List - after the initial database load file(s) have been provided, Qwest will supply you with files containing all daily update activity including **new service** changes, and disconnects.
- Database Reload - in the event that a reload of listings from Qwest's DA database is required to validate, synchronize, or reconcile your database, a reload is available according to the terms identified in your DAL or Interconnection Agreement.

DAL information is offered as follows:

- To CLECs, Resellers and Wireless Providers (or their agents) - according to the terms and conditions of their Interconnection Agreement in the state(s) where they operate
- To CLECs, **Resellers** and Wireless Providers (or their agents) for the state(s) where they are not certified and do not have an Interconnection Agreement with Qwest according to the terms and conditions of a separate DAL Agreement.
- To interexchange Carriers (or their agents) - according to the terms and conditions of a DAL Agreement with Qwest.
- To Independent DA Providers (or their agents) who are non-carriers - according to the terms and conditions of a DAL Agreement with Qwest.

Availability

Qwest DAL is available to any DA Provider.

Terms and Conditions

A contract with Qwest allows you to use DAL information according to one of the following:

options:

1. TO build and update a database for delivery of DA services that addresses specific end-user requests to your DA/Operator Services (OS) operators or responds to electronic queries to your DA database for Information. The DAL information may not be used for other Proposes and may not be reproduced, resold, or downloaded by (or sent to) a third party. Under this option, you pay a reduced rate for the limited use of DAL information.
2. To respond to Voice or electronic DA queries and any other lawful use of DAL information for business purposes. Listings marked as nonpublished, nonlisted, or "omit from lists" shall not be used for marketing purposes except as specified in your DAL Agreement.

You must select the use option you will employ when DAL Service is Ordered

Qwest will make commercially reasonable efforts to ensure that all listings, included in the DAL information, belonging to its retail end-users are accurate and complete. All other Carrier's DAL information is provided "as is, with all faults". Qwest will also review all its listings for end-user requested restrictions on use and identify them to you.

You are responsible for the following:

- Daily updates of DAL information should be obtained and entered into your DA database in a timely manner
- Implementation of quality assurance procedures that test DAL information for accuracy
- Identification of yourself, by company name or operating company number, to your end-users
- You must take reasonable measures to prevent disclosure and unauthorized use of Qwest DAL information including adequate computer security.
- Conducting audits regarding your use of DAL Information upon request from Qwest. You may also request the same type of audit from Qwest.

Technical Publications

No specific Qwest Technical Publications are associated with DAL.

Back to Top

Pricing

Rate Structure

Recurring charges are related to the following:

- Daily Updates - daily change activity affecting DAL information in the listings database.
- Output Media - delivery of electronically transmitted file(s)

Nonrecurring charges are related to the following:

- Initial Database Load - a snapshot of the data in the Qwest DA database or Port thereof at the time the order is received.
- Reload - a snapshot of the data in the Qwest DA database or portion thereof required to refresh the data in your database.
- One-Time Set-Up Activities - special database loads.
- Output Media - delivery of electronically transmitted file(s)

Rates

Rates and/or applicable discounts are available in Exhibit A or the specific rate sheet in your Interconnection, Resale, or DAL Agreement.

Rates for Interexchange Carriers, Independent DA Providers, CLECs, Resellers, Wireless Providers, and all other entities purchasing listing information for a state or states outside their certified operating area are in accordance with the following price schedule

DAL - Price Schedule

Product Feature	Price
Lists	
Initial Database Load	\$0.025 Per record
Daily Updates - For DA use only	\$0.025 Per update record
Daily Updates. For DA and additional uses	\$0.050 Per update record
Reloads Of the database will be available at a 20% discount of the initial load price	\$0.020 Per record
One-Time Set-up Fee	
Charges for set-up of an original database load or reload	\$67.43 Per hour
File Transmission Charges	\$0.002 Per record transmitted

Note: this price schedule is subject to change. Refer to the price schedule included in you DAL Agreement with Qwest for your current applicable rates.

Tariffs, Regulations and Policies

Information is available in the state specific Tariffs/Catalogs/Price Lists .

Optional Features

You may Order the initial DAL information load or update files for Qwest's 14 -state local service territory or, where technically feasible, you may order the initial DAL information load or update files using Qwest White Page Directory Code or NPA. Special requests for information at specific geographic levels may be negotiated. For more information, you contact the DAL Service Manager.

[Back to Top](#)

Features	
Over 15 million Qwest and other CLEC listings	
Database reload	
Flexible ordering options	
Easy to use file format	Available in F20 Telcordia developed file format.
Flexible media delivery options	Files can be sent using File Transfer Protocol (FTP) or Network Data Mover (NDM)

[Back to Top](#)

Applications

Applications of DAL that may be valuable to your organization includes the following:

- You will have the ability to create and maintain a listing database that can be used to provide local, regional, and national DA and OS.
- You can add the DAL information from Qwest to your current DA database to improve your level of service.

Back to Top

Implementation

Prerequisites

If you are a new CLEC and are ready to enter the Interconnection business with Qwest, please view the Getting Started as a Facility-Based CLEC or the Getting Started as a Res web pages. If you are an existing CLEC wishing to amend your Interconnection Agreement or your New Customer Questionnaire, you can find additional information in the Negotiated Template Agreement web page. All Other DA Providers should contact the Qwest DAL Service Manager.

Back to Top

Pre Ordering

General pre-ordering Information is located in the Pre-Ordering Overview

For specific pre-ordering information contact your Qwest DAL Service Manager .

Requests for DAL information require 30 business days to complete. You must have the transmission network in place and tested prior to the due date. If the transmission network is not in place and tested by the due date, you must renegotiate the due date.

For information regarding record layouts and formats for DAL files, reference the DAL User Guide.

If you need a current list of all of the NPAs/NXXs in the Qwest DA database, contact the Qwest DAL Service Manager

Back to Top

Ordering

General ordering activities are identified in the Ordering Overview.

DAL information is ordered by completing a Directory Assistance List Order Form. Click here to download a copy of the form. After completion of the order form, email or fax it to the Qwest DAL Service Manager (see contact information listed below).

The DAL Service Manager will perform the following:

- Review your contract, order form, and technical specifications with you prior to ordering DAL information service
- Establish your billing account
- Arrange for test files to be delivered to you
- Facilitate all meetings with Qwest technical teams to discuss testing network link and file transfer processes
- Supply all technical documentation required to use DAL information

If you need Zenith/Enterprise/Commerce Numbers and the related telephone numbers operators must dial, contact the Qwest DAL Service Manager

- The Qwest DAL Service Manager is:
 Laura Davis
 310 S W Park, Room 911
 Portland, OR 97205
 lmdavi1@qwest.com
 (503) 242-3319 Voice
 (503) 242-7671 Fax

[Back to Top](#)

Provisioning

Provisioning activity does not apply to this product.

[Back to Top](#)

Maintenance and Repair

If you encounter an error with any of the listings you receive, you should email a discrepancy form to Timothy Townsend at ttownse@qwest.com. Click here to download the Listing Discrepancy Form.

Contact the Qwest DAL Service Manager if you encounter any difficulties with the discrepancy form or need additional information.

[Back to Top](#)

Billing

Recurring charges for daily update file(s) are billed on a listing transaction basis. A transaction refers to the time, occurrence, and type of change in a subscriber listing. For example, a change in a subscriber telephone number will generate two transactions. The first transaction will **remove** the listing record with "Out" type or activity. The second transaction will be an "In" type of activity to input the new listing record. In the case of listing caption changes, the entire caption set is replaced in the file so that you **know** the proper placement within the caption set. All caption records are transmitted in the daily update file, however, only those with a change constitute a billable transaction. Click here for more information regarding billable transaction types. Charges for transmitting daily update files are also billed on a recurring basis. For more detailed information regarding billable transactions and sample billing, contact the Qwest DAL Service Manager.

Nonrecurring charges are billed by the 15th of each month for activity related to initial file load(s), file reload(s), one-time event(s), and associated transmission(s) during the previous month. A summary statement will be included with each bill that provides listing counts and associated charges.

The Qwest Local Exchange Invoicing System (LEXCIS) provides billing for DAL information. For billing information, you may contact the LEXCIS Billing Service Representative - see Contacts below.

[Back to Top](#)

Training

Qwest 101 "Doing Business With Qwest"

- This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here for course detail and registration information.

View additional Qwest courses by clicking on [Course Catalog](#).

The Product Description, Pre Ordering, and Maintenance sections of this document contain specific information for DAL.

For additional information contact the DAL Service Manager.

[Back to Top](#)

Contacts

The Primary Contacts for DAL information are as follows:

- **LEXCIS** Billing Service Representative
Mary Paprocki
150 South 5th Street, Room 550
Minneapolis, MN 55402
(612) 663-3717 Voice
- **DAL** Service Manager
Laura Davis
310 S.W. Park, Room 911
Portland, OR 97205
lmdavi1@qwest.com
(503) 242-3319 Voice
(503) 242-7671 Fax
- Product Manager
Marie Billett
1801 California Street, Room 2360
Denver, CO 80202
mbillett@qwest.com
(303) 896-3259 Voice
(303) 896-9028 Fax

Qwest contact information is available in the Wholesale Customer Contacts.

[Back to Top](#)

Frequently Asked Questions (FAQs)

1. How many listings are there in each NPA?

Contact the DAL Service Manager for the most current number of listings in each NPA

2. **Does** Qwest provide the listings **of** other **CLECs** in its database when **it provid** its own?

Yes, those it uses in the provision of its own DA service.

3. **Are** there independent telephone companies in Qwest territory that do not provide listings to Qwest?

Yes

4. Will all caption set updates be full caption replacements?

Yes.

5. Does Qwest use government branch indicators for local, state or federal branches of government?

Yes, the branches Qwest uses are federal, state, county, city, tribal, and regional.

6. Does Qwest provide the full 10-digit number on all listings?

No. Nonpublished listings will only contain the NPA. The other 7 positions in the field will blank.

7. Will Nonpublished listings have a special Indicator to distinguish them from other listed records?

Yes.

8. If fields allow for data to be abbreviated, will Qwest provide a table of the abbreviations?

Yes.

9. Does Qwest provide the option for a DA Provider to order either part(s) of the database or the entire database?

Yes, DAL may be ordered by State, White Page Directory Code, NPA (in some cases), or the full 14-state region.

10. Can DA Providers order just the business listings?

No. Both residence and **business** listings (Including government) **will** be delivered in the fi

11. How will Qwest handle an NPA split?

You will be notified of NPA Splits in advance **of** receiving the **NPA** split transaction file(s).

12. How does Qwest provide initial load and update files?

FTP and NDM are the only methods used **by** Qwest to deliver files,

13. Does Qwest have the capability to provide **all Qwest DAL updates for all 14 states on a single file from a single site?**

Yes, Qwest can concatenate the files from its **3** regional databases into **one** file and send from One location, but doe5 not recommend it. **If** service order processing is delayed in o region, it **delays** the delivery of data for all **regions**.

14. How often will Qwest send updates? **■ Less than 7 days. on which days of th week will Qwest send the files?**

Monday through Friday unless a holiday falls during that period or special processing is necessary. Monday's file contains updates for Saturday and any **special** processing done a **Sunday**.

[Back to Top](#)

Last Update: July 12, 2002

SEARCH**GO****ABOUT QWEST****CAREERS AT QWEST**

**AGREEMENT
FOR
DIRECTORY ASSISTANCE LIST INFORMATION**

This Agreement ("Agreement"), effective as of the _____ day of _____, 2002 (the "Effective Date"), is made and entered into by _____ ("DA Provider") and Qwest Corporation ("Qwest"), a Colorado corporation. (the "Parties"). to establish the terms and conditions under which Qwest will provide Directory Assistance List Information to DA Provider.

PREAMBLE

WHEREAS, Qwest owns and maintains a database of its telephone end users with the following: (1) end user name (2) end user address (3) end user published or Nonlisted telephone number, or an indication of Nonpublished status ("DA List Information").

WHEREAS, Qwest uses the DA List Information in its databases to provide directory assistance ("DA") service to individuals who call Qwest's DA service to obtain such information;

WHEREAS, Qwest provides DA service under contract for other local exchange carriers, co-providers, resellers ("LEC's"), or commercial mobile radio service providers ("CMRS"). and Qwest's DA List Information also contains LEC and a limited number of CMRS end users; and

WHEREAS, DA Provider wishes to provide DA service to its customers, and, therefore, wishes to include the DA List Information in its DA databases;

WHEREAS, DA Provider wishes to use the DA List Information for additional applications, products or services;

NOW THEREFORE, in consideration of these promises and the terms and conditions contained herein, the parties agree as follows:

1. SCOPE OF AGREEMENT

1.1 This Agreement shall govern Qwest's provision of DA List Information to DA Provider _____ for its use in the provision of Directory Assistance services (hereinafter referred to as "DA"), and for any additional use(s) of the Information as set forth herein.

1.2 [COMPANY NAME] represents, in the States in which it will obtain DA List Information, that it is a Directory Assistance Provider, a telecommunications carrier as defined in Section 3(44) of the Telecommunications Act of 1996, a competing provider of telephone exchange service or telephone toll service under Section 251(b)(3) of the Act or a party to whom Qwest is otherwise legally obligated to provide DA List Information or that it is an agent for one or more telecommunications carriers or competing providers of telephone exchange service or telephone toll service to provide DA services on behalf of the carrier(s) as evidenced by a Letter(s) of Agency which conforms to the requirements set forth on Exhibit B attached hereto. DA Provider will furnish all supporting Letter(s) of Agency which exist concurrent with the execution of this Agreement, and will supply Qwest with any new Letter(s) of Agency negotiated after the execution of this Agreement. DA Provider will give Qwest fourteen (14) days notice prior to the termination of any Letter(s) of Agency. Should DA Provider cease to be a

telecommunications carrier, a competing provider of telephone exchange service or telephone toll service, or an agent as provided herein or a party to whom Qwest is otherwise legally obligated to provide DA List Information. this Agreement automatically terminates.

2. SERVICE

2.1 Qwest will provide initial loads and daily updates of the DA List Information either by means of Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

2.2 DA Provider will obtain and enter into its database daily updates of the DA List Information. will implement quality assurance procedures such as random testing for listing accuracy, and will identify itself to customers calling its DA service either by company name or operating company number so that customers have a means to identify with whom they are dealing when using DA List information to provide DA service or for any other lawful purpose as set forth in 3.1 below.

2.3 DA List Information consists of Qwest and, where available, other CMRS's and LEC's end user name, address, published or Nonlisted telephone number or an indication of Nonpublished status, along with other related elements required in the provision of DA service. In the case of end users who have Nonpublished listings, Qwest shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the Nonpublished status of the listing to DA Provider; however, the Nonpublished telephone number shall not be provided.

2.4 DA Provider may order the initial DA List Information load or update files on a state by state basis, for all of Qwest's local exchange service areas in the States, or where mutually agreed upon, DA Provider may order by Qwest White Page Directory Code or NPA. Special requests for data at the NPA level must be noted on the order form and will be provided where technically feasible. DA Provider shall use the Order Form attached hereto as Exhibit C.

2.5 DA List Information shall specify whether the end user is a residential, business, or government end user.

2.6 In the event DA Provider requires a reload of DA List Information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the Price Schedule in Exhibit A attached hereto.

2.7 DA Provider will provide Qwest the location to which the data will be provided

3 CONDITIONS OF USE OF THE DA LIST INFORMATION

3.1 Qwest grants to DA Provider access to the Directory Assistance List Information: Option 1) solely for purposes of providing Directory Assistance Services or Option 2) for purpose of providing Directory Assistance Services and for other lawful purposes, except that listings included in Qwest's Directory Assistance List information and marked as nonpublished or nonlisted listings, or listings marked with an "omit from lists" indicator shall not be used for marketing purposes subject to the terms and conditions of this Agreement. As it pertains to the use of Directory Assistance List Information in this Agreement, Directory Assistance Service shall mean the provision. via a live operator or a mechanized system, of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number.

Confidential

Disclose and distribute solely to those Qwest employees having a need to know

3.2 Qwest shall retain all right, title, interest and ownership in and to the DA List Information it provides hereunder. . DA Provider acknowledges and understands that while it may disclose the DA List Information to a third party calling its DA service for such information, the fact that such end user subscribes to Qwest's. CMRS's or LEC's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

3.3 Any disclosure of the fact that an end user subscribes to Qwest's, CMRS's or LEC's telecommunications services or unauthorized use of DA List Information shall be considered a material breach of this Agreement and provisions of 4.1(b) shall apply.

3.4 DA Provider shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information. or any portions thereof, or any information extracted therefrom.

3.5 DA Provider purchasing the DA List for the provision of DA and/or other services must abide by the following guidelines:

- a) DA Provider will honor all subscriber-requested restrictions noted on listings records at the time of delivery of the DA List Information, Listings for subscribers who have requested restrictions will include coding to designate limitations of usage such as nonpublished or nonlisted status, omit from marketing lists , or will include coding to designate a requirement to include coding in a directory to designate a regulatory requirement to print the phrase "No Solicitation Calls" or an indicator by the specific listing. The codes and associated limitations are as described in Exhibit D, Directory Assistance List Field Description.
- b) Nonlisted listings shall not be used in any directory, produced in any format, including printed or internet directories.
- c) Nonpublished listings shall be omitted from any extracts, other than DA. including marketing lists produced from the DA List Information provided by Qwest. When used in DA applications, nonpublished listings shall *not* be used for any purpose other than in matching a search query. The subscriber name and address, while supplied to DA Provider, shall not be provided to any person other than the operator responding to the end user DA query. The DA Provider's operator shall not provide the subscriber name and address to the end user making the DA query.
- d) DA Provider must remove from its database any telephone number for an end user whose listing has become non-published when so notified by Qwest.
- e) DA Provider shall take commercially reasonable and prudent measures protect the privacy of the end user information contained within the DA List Information and prevent disclosure and unauthorized use of DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to DA List Information when contained in any database.

3.6

Confidential

Disclose and distribute solely to those Qwest employees having a need to know

3.6 Within five (5) days after the expiration or earlier termination of this Agreement, DA Provider shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from DA Provider's officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party carriers if the certification pertains to such carriers' DA List Information contained in Qwest's database.

4. DEFAULT

4.1 In the event of a breach of any provision of this Agreement, fraud, misrepresentation, willful misconduct or unlawful conduct by either Party, the non-breaching Party shall give the breaching Party written notice thereof. and:

(a) in the case of non-payment of amounts due under this Agreement. the breaching Party shall cure such breach within ten (10) calendar days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision.

(b) in the event of any failure to perform or observe any covenant in Section 3 herein, or in the case of fraud, misrepresentation, willful misconduct, or unlawful conduct, the non-breaching Party shall give notice of such breach and the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) calendar days. If the breaching Party does not cure such breach within the applicable time period, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof. In addition, the non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach, including, but not limited to obtaining immediate injunctive relief with respect to any unauthorized use or disclosure of its DA List Information. Furthermore, each party recognizes that the rates agreed upon herein for the DA List Information are based upon the limited use and limited licenses granted under Section 3 herein, entitled "Grant of License and Restrictions on Use of DA List Information." Therefore, each party agrees that any disclosure and/or use of any DA List Information in violation of Section 3 creates a risk of irreparable harm for which monetary damages are not sufficient. Notwithstanding such agreement as to irreparable harm, in the event of any disclosure or use of any DA List Information in violation of Section 3 of the Agreement, Qwest shall be entitled to damages from the breaching party in an amount equal to the highest rate that Qwest charges its customers for a full non-restricted license to use all of the DA List Information provided to DA Provider, as that rate is set at the time of the breach, but calculated from the effective date of this Agreement, less any sums previously paid pursuant to this Agreement. Such damages shall be immediately due and payable at the time the unauthorized disclosure or use of DA List Information occurs. Since the damages sustained by either party hereunder would be difficult if not impossible to determine, the parties agree that these damages shall apply as liquidated damages and not as a penalty

(c) in the case of any other failure to perform in accordance with this Agreement, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within thirty (30) calendar days, and if it does not. the non-breaching Party may, at its sole option, terminate this Agreement. In addition, the non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

4.2 DA Provider recognizes that certain carriers who have provided DA List Information that is included in Qwest's database may be third party beneficiaries

of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their DA List Information.

5. PAYMENTS AND BILLING PROCEDURES

5.1 DA Provider shall pay Qwest for the DA List Information and services provided under this Agreement as specified in Exhibit A or any applicable tariff. Each addition, deletion, or change to the DA List Information constitutes an "update listing".

(a) DA Provider shall pay all federal state or local sales, use, excise, gross receipts or other taxes or tax like fees imposed on or charged upon the sums payable hereunder.

(b) If reasonably required to ensure receipt of payments due hereunder, Qwest reserves the right to require an advance payment for the license to use DA List Information hereunder. If an advance payment is required, Qwest will notify DA Provider upon receipt of the Order.

5.2 The charges listed in Exhibit A shall be subject to adjustment upon sixty (60) days prior written notice.

5.3 Amounts payable under this Agreement, unless reasonably disputed, are due and payable within thirty (30) days after the date of Qwest's invoice or within twenty (20) days after receipt of the invoice, whichever is later. If the payment due date is not a business day, the payment shall be made the next business day.

5.4 Should DA Provider dispute any portion of the statement under this Agreement, DA Provider will notify QWEST in Writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. DA Provider shall pay all amounts not under dispute due to Qwest. Both DA Provider and QWEST agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies

All invoices shall be submitted to:

DA Provider

5.5 A late payment charge of 1.5% applies to all billed balances, not reasonably disputed, which are not paid within the applicable time period set forth in Section 5.3 above. To the extent DA Provider pays the billed balance on time, but the amount of the billed balance is reasonably disputed by DA Provider, and, it is later determined that a refund is due DA Provider, interest shall be payable on the refunded amount in the amount of 1.5% per month. To the extent DA Provider pays the billed balance on time, but the amount of the billed balance is reasonably disputed by DA Provider, and, it is later determined that no refund is due to DA Provider, no interest shall be payable on the disputed amount.

5.6 Late payment charges shall not be used as a "credit" to a deposit, if any, without the express approval of Qwest.

6. TERM OF THE AGREEMENT

6.1 The term of this Agreement (the "Term") shall be for a period of two (2) years beginning on the Effective Date. If QWEST continues to provide and DA Provider continues to purchase service upon the expiration of this Agreement, such activity will be governed by the

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terms of this Agreement at QWEST's then-current rates, and either Party shall have the ability to terminate this Agreement, in whole or in part, on 30 days notice.

7. REPRESENTATIONS AND DISCLAIMER OF WARRANTIES

7.1 Qwest agrees that it will make commercially reasonable efforts to ensure that the DA List Information that it provides to DA Provider hereunder will be generally complete and accurate. DA Provider may, at its option, require Qwest to correct any deficiencies in its work product or services within a mutually agreeable time period, at no cost to DA Provider.

7.2 Each Party shall conduct all activities and interfaces which are provided for under this Agreement with the other Party's customers in a nondiscriminatory manner.

7.3 DA Provider agrees that it shall not disclose Non-published or Non-listed information provided hereunder and shall use such information for the purposes of and only in the performance of this Agreement. DA Provider shall not disclose any such information or any part thereof except to the extent expressly permitted by this Agreement or by the owner of the information.

7.4 NOTWITHSTANDING THE FOREGOING, ALL DA LIST INFORMATION ~~IS~~ PROVIDED **"AS IS"**. QWEST DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE DA LIST INFORMATION THAT IT PROVIDES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES REGARDING ACCURACY, USEFULNESS OR COMPLETENESS, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Notwithstanding any limitations in remedies contained in this Agreement, each Party (the "Indemnifying Party") will indemnify and hold the other Party, its parents, subsidiaries and affiliates and their respective officers, directors, and employees, ("Indemnified Party") harmless from and against any loss, cost, claim, liability, damage and expense, including reasonable attorney's fees, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, actual or alleged infringement or other violation or breach of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right presently existing or later created, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement, or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

8.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claim, lawsuit, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 8 and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

8.3 The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, including in-house counsel, at its expense, and participate in but not direct the defense; provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified

Party and its counsel may raise and direct such defenses, which shall be at the expense of the Indemnifying Party.

8.4 The Indemnifying Party will not be liable under this Section 8 for settlements or compromises by the Indemnified Party of any claim, demand or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to timely undertake the defense. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party.

8.5 In no event shall either Party have any liability whatsoever to the other Party for any-indirect, special, consequential, incidental or punitive damages, including, but not limited to, loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit an Indemnifying Party's obligation to indemnify, defend and hold the Indemnified Party harmless against any amounts payable to a third party, including any losses, costs, fines penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party. Nothing contained in this section shall limit either Party's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by such Party's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the Parties indemnification obligations, as specified above.

9. AUDIT RIGHTS

9.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the Effective Date of this Agreement. Qwest shall be entitled to "seed or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in Section 3 above.

9.2 Upon thirty (30) days written notice by the Requesting Party to the other Party (the "Audited Party"), the Requesting Party shall have the right, through its authorized representative, to make an Audit, during normal business hours, of any records (both paper and electronic), accounts and processes which contain information related to this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the records, accounts and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The Audited Party agrees to provide Audit support, including appropriate access to and use of the Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

9.3 Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extractions required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 9.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the Requesting Party's specifications and at the Requesting Party's expense, the Requesting Party shall specify at the time of request whether the program is to be retained by the Audited Party for reuse for any subsequent Audit. Notwithstanding the foregoing, the Audited Party shall pay all of the Requesting Party's "out of pocket" expenses (including, without limitation, the fees of any independent auditor), in the event an Audit discloses unauthorized use

of any DA List Information or results in an adjustment in the charges or in any invoice paid or payable by the Requesting Party hereunder in an amount that is, on an annualized basis, more than the greater of (a) one percent (1%) of the amount in dispute, or (b) \$10,000.

9.4 In addition to, and not in lieu of, any and all other remedies available, adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from the Audited Party's receipt of the final audit report to compensate for any violations, errors or omissions which are disclosed by such Audit and are agreed to by the Parties. The highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the original due date of the amount of dispute.

9.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise.

9.6 This Section 9 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

9.7 All transactions under this Agreement which are over thirty six (36) months old are no longer subject to Audit.

9.8 All information received or reviewed by the Requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The Audited Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the Audited Party. To the extent an Audit involves access to information of third parties, the Audited Party will aggregate such competitors' data before release to the Requesting Party to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Audited Party (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliate's disaggregated data, as required by the reasonable needs of the Audit.

10. CONFIDENTIALITY AND NON-DISCLOSURE

10.1 All information, including, but not limited to, specifications, microfilm, photocopies, magnetic disks, models, samples, technical information, data, employee records, financial reports, and market data, (a) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of DA database inclusion subject to the provisions of Section 3 hereof, or (b) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (c) declared orally or in writing to the recipient at the time of delivery, or by written notice given to the recipient within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the discloser. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

10.2 Upon request by the discloser, the recipient shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the recipient's legal counsel may retain one (1) copy for archival purposes.

10.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement.

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Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

10.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) was, at the time of receipt, already known to the recipient free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the discloser; or

(b) is or becomes publicly known through no wrongful act of the recipient; or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the discloser with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the recipient, which individual is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the discloser; or

(f) is required by law, a court, or governmental agency, provided that the discloser has been notified of the requirement promptly after the recipient becomes aware of the requirement, subject to the right of the discloser to seek a protective order as provided in Section 10.5 below.

10.5 For a period of three (3) years from receipt of Proprietary Information, the recipient shall (a) use it only for the purpose of performing under this Agreement, (b) hold it in confidence and disclose it only to employees, authorized contractors and authorized agents who have a need to know it in order to perform under this Agreement, and (c) safeguard it from unauthorized use or disclosure using no less than the degree of care with which the recipient safeguards its own Proprietary Information. Any authorized contractor or agent to whom Proprietary Information is provided must have executed a written Agreement comparable in scope to the terms of this Section. Each Party shall provide advance notice of three (3) business days to the other of the intent to provide Proprietary Information to a governmental authority and the Parties shall cooperate with each other in attempting to obtain a suitable protective order. The recipient agrees to comply with any protective order that covers the Proprietary Information to be disclosed.

10.6 Each Party agrees that the discloser would be irreparably injured by a breach of this Section 10 by the recipient or its representatives and that the discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 10. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

10.7 Customer Premise Network Information ("CPNI") related to either Party's end users obtained as a result of performance under this Agreement is such Party's Proprietary Information and may not be used by the recipient for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees, authorized contractors and authorized agents with a need to know, unless the end user expressly directs such Party to disclose such information to the recipient pursuant to the requirements of Section 222(c)(2) of the Act. If the recipient seeks and obtains written approval to use or disclose such CPNI from the discloser, such approval shall be obtained only in compliance with Section 222(c)(2) and, in the event such authorization is obtained, the recipient may use or disclose only such information as the discloser provides pursuant to such

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authorization and may not use information the recipient has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

10.8 Except as otherwise expressly provided in this Section 10, nothing herein shall be construed as limiting the rights of either Party with respect to its end user information under any applicable law, including, without limitation, Section 222 of the Act.

10.9 Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all Proprietary Information furnished by either Party with a claim of confidentiality or proprietary nature at any time.

11. NOTICES

11.1 Any notice to be given hereunder by either Party to the other shall be in writing and shall be deemed given upon delivery, if sent by facsimile with confirmation of delivery or by overnight courier, or five (5) days after such notice is sent if sent by certified mail, return receipt requested to:

To DA Provider:

To Qwest: Qwest Services Corporation
Executive Director Compliance
1801 California, 24th Floor
Denver, Colorado 80202

copy to: Qwest Services Corporation
Senior Counsel, Law Dept.
1801 California, Suite 4900 [IS THIS STILL RIGHT, OR
SHOULD IT GO TO JIM G ON THE 38TH FLOOR?]
Denver, Colorado 80202

11.2 The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 12.

12. RELATIONSHIP OF PARTIES

12.1 The relationship of the Parties is that of independent contractors. Nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

13. COMPLIANCE WITH LAWS

13.1 The Parties shall comply with all federal, state and local laws and regulations applicable to their performance under this Agreement.

14. FORCE MAJEURE

14.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental

disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). No delay or other failure to perform shall be excused pursuant to this Section 15 unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of a labor dispute or strike, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves. In the event of such performance delay or failure by Qwest, Qwest agrees to resume performance in a nondiscriminatory manner.

15. SURVIVAL

15.1 Those sections of this Agreement which by their nature should survive the termination of this Agreement, including without limitation, sections 3.7, 8, 9, 10, 11, 13, 17, and 18, hereof shall survive the termination or expiration of this Agreement.

16. DISPUTE RESOLUTION

16.1 Any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") which cannot be settled after good faith negotiation for thirty (30) days shall be resolved by arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16. The arbitration shall be conducted by a retired judge or a practicing attorney under the rules of the American Arbitration Association. The arbitration shall be conducted in Denver, Colorado. The arbitrator's decision shall be final and may be entered in any court with jurisdiction. Each party shall be responsible for its own costs.

17. MISCELLANEOUS

17.1 This Agreement constitutes the entire Agreement between the Parties and supersedes any prior or contemporaneous oral or written representations with regard to the subject matter hereof. This Agreement may not be modified except by a writing signed by both Parties. No waiver of any provision hereof shall be effective unless in writing signed by the Party alleged to have waived such provision. Any single waiver shall not operate to waive subsequent or other defaults.

17.2 In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

17.3 Neither party shall assign, sublet, or transfer any interest in this Agreement without consent of the other party, which consent shall not be unreasonably withheld; provided, however, that QWEST may assign and transfer this Agreement to any parent, subsidiary, successor, affiliated company or other business entity without the prior written consent of Exchange Carrier.

17.4 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

18. DEFINITIONS

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18.1 Certain terms used in this Agreement shall have the meanings set forth herein or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act and the FCC's rules and regulations.

"Act" means the Communications Act of 1934 (47 U.S.C. §§151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or by the applicable state commission.

"Affiliate" is an entity, as defined in the Act, that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. For the purposes of this Agreement, "own" or "control" means to own an equity interest (or equivalent) of at least ten percent (10%), or the right to control the business decisions, management and policy of another entity performing any of the obligations set forth in this Agreement.

"Business Day" means any day Monday through Friday except for mutually agreed to holidays.

"Customer Proprietary Network Information" ("CPNI") has the same meaning as that defined in Section 222(f)(1) of the Act.

"Confidential Information" has the meaning set forth in Section 3 of this Agreement.

"Customer" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.

"Directory Assistance (DA)" shall have the meaning as set forth in 3.1.

"Directory Listings" or "Listings" refers to subscriber information, including, but not limited to, name, address and phone numbers, in Directory Assistance Services or directory products.

"Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.

"Commission" means the Federal Communications Commission.

"DA Provider" means DA Provider, and any Affiliates, subsidiary companies or other entities performing any of the obligations of DA Provider set forth in this Agreement.

"Nonlisted" means the customer listing does not appear in the published directory but is listed in the DA database.

"Nonpublished" means the customer listing does not appear in either the published directory or the DA database.

"NPA" (Numbering Plan Area) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three (3) digits of each 10-digit telephone number within the NANP. Each NPA contains 792 possible NXX Codes. There are two general categories of NPA. "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number within the North American Numbering Plan ("NANP").

"Party" means either Qwest or DA Provider and "Parties" means Qwest and DA Provider.

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"Proprietary Information" shall have the same meaning as Confidential Information

"Recipient" means that Party to this Agreement (a) to which Confidential Information has been disclosed by the other Party, or (b) which has obtained Confidential Information in the course of providing services under this Agreement.

"Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Qwest" means Qwest Corporation

White Page Directory Code defines the directory of appearance for a listing. A White Page Directory Code may contain the listings from multiple local Communities, NPA's or NXX's.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

(DA Provider)	Qwest Services Corporation
Signature: _____	Signature: _____
Name Printed/Typed: _____	Name Printed/Typed: _____
Title: _____	Title: _____

Directory Assistance List – Price Schedule

<u>Product Feature</u>	<u>Price</u>
Directory Assistance List	
Initial Database Load	\$.025 Per record
Daily Updates—	
<i>Providing Directory Assistance only</i>	\$.025 Per Update record
<i>Providing multiple services, including Directory Assistance</i>	\$.050 Per Update record
Reloads of the database will be available at a 20% discount off <i>the</i> initial load price.	
One-Time Set-Up Fee	
Charges for set-up of the initial database load or reload will be billed at	
Current labor costs	\$67.43 Per hour
Output Charges	
Tapes, magnetic or cartridge (<i>charges only apply if this is selected as the method for scheduled delivery of daily update files—do not apply to delivery of the initial database load(s)</i>)	\$30.00 Per tape
File Transmission Charges	\$.002 Per record transmitted

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